

## RECENT ENGLISH DECISIONS.

*Slander by remarks of member at club meeting—Remote damage.*—A statement of claim alleged that plaintiff had been a candidate for membership of a club, and had been rejected on ballot, that defendant was a member of the club: that after the ballot a meeting of the club was called to consider a proposed alteration of the rules regulating election of members; that with a view to retain the existing regulations and secure plaintiff's exclusion, defendant falsely and maliciously spoke and published of plaintiff certain words (the words set out were defamatory, but not actionable *per se*); that "by reason of the said defamatory publications, the defendant induced or contributed to inducing a majority of the members of the club to retain the regulations under which the plaintiff had been rejected, and thereby prevented the plaintiff from again seeking to be elected to the club; the plaintiff thus lost the advantage which he would have derived from again becoming a candidate with the chance of being elected." *Held* (reversing the judgment of Field, J.), that there was no sufficient allegation of special damage, resulting from the speaking of the words complained of, to constitute a cause of action, and that the damage which was alleged was too remote, and defendant was entitled to judgment on demurrer to the statement of claim. Court of Appeal, March 19, 1883. *Chamberlain v. Boyd*. Opinion by Lord Coleridge, C. J., and Brett and Bowen, L. JJ. (48 L. T. Rep. [N. S.] 328).

*Limitation—New promise.*—In an action claiming an account against the defendant, where the defendant had pleaded the Statute of Limitations, the plaintiff put in evidence a letter to him from the defendant, written within six years before action brought, containing the following passage referring to the debt in question: "I thank you for your very kind intention to give up the rent of Tyn-y-Curwydd next Christmas; but I am happy to say at that time both principal and interest will have been paid in full." *Held*, a sufficient acknowledgment from which to imply an unconditional promise to pay. Chan. Div., April 9, 1883. *Green v. Humphreys*. Opinion by Pollock, B. (48 L. T. Rep. [N. S.] 479).

## RECENT UNITED STATES DECISIONS.

*Promissory Note—Consideration—Criminal conversation.*—It is a good defence to a suit on a note given in settlement of damages claimed for criminal intimacy with the wife of the payee, that as a part of the settlement the parties agreed in writing that the note should be void if the payee should ever speak of such intimacy, and that he had broken his agreement. The court said: "There is no rule of public policy which forbids such a contract for silence so long as it is not in contemplation to conceal and prevent the punishment of a crime. It does not appear, and will not be presumed, that in this instance a crime had been committed; nor but that, if there had, its punishment had been barred by lapse of time before the agreement was made. The public morals will surely not suffer by the suppressing of such scandals, and if the individuals concerned see fit to put their settlements and contracts on such a basis they may do so, and must be held to the legal consequences." — *Wells v. Sutton*, 85 Ind. 70.

## GENERAL NOTES.

A curious forgery has occasioned much excitement among antiquarians and Hebrew scholars. One Shapira, a dealer in antiquarian treasures, produced an apparently ancient manuscript purporting to contain a portion of the Pentateuch, with variations from the accepted version. The forgery was cleverly executed, and puzzled a good many people who were not incapable judges. Mr. Clermont-Ganneau, however, has pronounced the manuscript to be a forgery, and suggests that the forger used for his purpose a part of the skin cut from the margin of what are known as synagogue rolls. Mr. Shapira is said to keep a large curiosity shop in Jerusalem, and his refusal to permit a close examination of the thread, etc., by the expert was somewhat suspicious.

Some interesting statistics have been collected by Professor Woolsey on the marriage and divorce question in Europe. In Protestant countries divorces are much more frequent than in those where the Catholic religion prevails, and this is undoubtedly due to the influence of the Catholic Church, which forbids divorced people to remarry. In the infrequency of divorce the Scandinavians rank first, the Scotch and English coming next, and the Germans last among the Protestant races of Europe. In Norway there is only one divorce to 1,852 marriages. In Scotland the ratio stands one divorce to 470 marriages, and in England one to 745. It is scarcely necessary to remark that the United States is far ahead of the heaviest record, the proportion even in Puritan New England being one divorce to every eleven marriages.